

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents
Registration Act of 1938, as amended.SEP 10 1975
REC
INTER
CHIEF OF BUREAU

1. Name of Registrant Ruder & Finn Incorporated	2. Registration No. 1481
--	-----------------------------

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
☐ Initial Statement
☐ Supplemental Statement for _____
☐ To give notice of change in an exhibit previously filed.
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
☒ Other purpose (specify) To register work to be done on behalf of Iran National Airlines and the Government of Iran

4. If this amendment requires the filing of a document or documents, please list -

Exhibit A
Exhibit B
Short Form Registration for Marion Javits

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Iran National Airlines Corp. and the Government of Iran have hired Ruder & Finn to provide general public relations counsel for a one year period from August 1, 1975 to July 31, 1976.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Harold Grotenstein
Harold Grotenstein
Secretary

Subscribed and sworn to before me at New York, New Yorkthis 8th day of September, 19 75

Constance A. Spadaro
(Notary or other officer)

My commission expires _____

CONSTANCE A. SPADARO
Notary Public, State of New York
No. 41-4527937
Qualified in Queens County
Commission Expires March 30, 1976

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Ruder & Finn Incorporated 110 East 59th Street New York, New York, 10022		2. Registration No. 1481
3. Name of foreign principal Iran National Airlines Corp and Government of Iran	4. Principal address of foreign principal Iran Air Building Mehrabad Airport Tehran, Iran	

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☒ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
Office of the Prime Minister

b) Name and title of official with whom registrant deals.

Mr. Parviz C. Radji

AND SEE #8.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Iran National Airlines Corp.

Term 4 3/24/76

b) Is this foreign principal

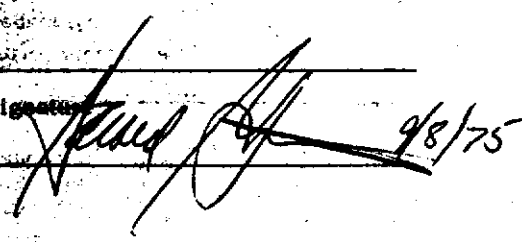
- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐ partially
- Directed by a foreign government, foreign political party, or other foreign principal.... Yes ☐ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal.. Yes ☐ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal... Yes ☐ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Iran National Airlines is the national airlines of Iran, with some private ownership and also subsidized to some extent by the Government of Iran.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not Applicable

Date of Exhibit A	Name and Title Harold Grotenstein Secretary	Signature  9/8/75
-------------------	---	---

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

Budget Bureau No. 43-R435
Approval Expires Oct. 31, 1971

SEP 10 1975
REC'D
INTERNAL SECURITY
OF THE UNITED STATES
OF AMERICA

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder & Finn Incorporated #1481	Iran National Airlines Corp and Government of Iran

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- As of August 1, 1975 and for a one year period Ruder & Finn has been hired to act as public relations counsellors by Iran National Airlines Corp. and the Government of Iran. Please see attached contract for more specific information.

Termed 3/24/76

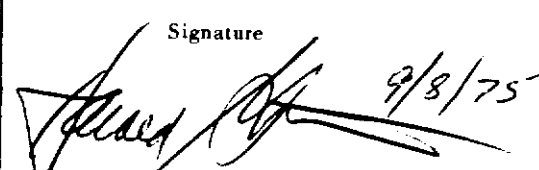
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Copy of Attached Contract

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see portion of contract labeled "Specific Projects."

Date of Exhibit B	Name and Title	Signature
	Harold Grotenstein Secretary	 9/8/75

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

between

IRAN NATIONAL AIRLINES CORPORATION

and

RUDER & FINN INCORPORATED

The following agreement is entered into between Iran National Airlines Corporation, hereinafter called THE CORPORATION, and Ruder & Finn Incorporated, hereinafter called THE FIRM.

WHEREBY IT IS AGREED THAT:

PURPOSE

THE CORPORATION appoints THE FIRM as public relations counsel to provide public relations, communications and informational support for the one-year period extending from August 1, 1975 until July 31, 1976. This period may be extended at THE CORPORATION's option for additional periods of one year beyond the initial period of this agreement. If the agreement is extended beyond the initial period, such extension may be cancelled by either party for any reason upon sixty days written notice to the other.

SERVICES

THE FIRM accepts this appointment and undertakes to perform for THE CORPORATION normal public relations, informational and educational services directed towards the promotion of increased travel from the United States to Iran and better understanding of the tourist sightseeing and general development attractions within Iran that would be of interest to the potential U. S. traveling public. THE FIRM undertakes to advise THE CORPORATION in all matters relating to public opinion and attitudes in the United States towards travel in Iran, and to work through appropriate media and communications techniques that reach the opinion-making audiences through whom travel plans and interest in seeing and visiting foreign countries are primarily developed, and to securing greater good will for THE CORPORATION and creating increased acceptance for its policies and services.

SPECIFIC PROJECTS

THE FIRM in the performance of its services will among other things engage or promote the following activities: -

- A) Spokesmen to address opinion-making groups, write articles, be interviewed by the press, and to help in the educational effort towards key groups will be encouraged to participate in the program. Such individuals may include leaders of the travel industry; leading citizens of the United States who know Iran well; any specialists, such as scientists, academicians, professional men and women who have special interests that represent areas of development within Iran of particular attraction to potential tourists. This also includes top-notch American businessmen who have firsthand knowledge of Iran through their business relations and who might encourage other businessmen to want to see Iran and evaluate its potential for themselves. A final category would be composed of

CR

professors, top professionals and other leading citizens from Iran now in residence in the USA or who pass through the USA from time to time (as we are informed by you of their itineraries) and who could speak with knowledge as to developments of interest in their own particular fields that might encourage tourism from U. S. A. to Iran.

- B) Media contact with the major opinion-forming publications of the U. S. with a goal towards the publishing of articles on key areas of interest in Iran. This category would include approaches to such publications as "The New York Times," "Time" magazine, "Harper's," "The Washington Post," etc. Points of emphasis and priority of subject matter will be upon direction from THE CORPORATION to THE FIRM.
- C) Speeches before key audiences using the types of spokesmen noted above and making them available to major industry such groups, academic organizations, professional societies, and other groups as might provide tourism potential. Such speeches will be publicized within the media and every attempt will be made to also obtain TV and radio coverage for them.
- D) Small, elite meetings, some of which would be held under the co-sponsorship of such prestigious organizations as the Aspen Institute or the Brookings Institution and others who would be willing to cooperate with us. Such small meetings or luncheons would be hosted by appropriate Americans for the specific purpose of encouraging intellectuals from U. S. A. to visit Iran.
- E) Broadcast media will be contacted in order to obtain thoughtful television coverage with such targets as the "Today" show, the major news programs and the Sunday nation-wide weekly issue discussion telecasts. Interviewees will be chosen from among appropriate spokesmen, Iranian visitors, etc.
- F) Seminars and discussion groups will be arranged with such organizations, of which the American Management Association, The Conference Board, The National Association of Manufacturers, etc. are typical. Seminars and discussions will be keyed to subjects of particular current tourism interest to the management, business and academic communities.
- G) Visits to Iran will be encouraged on the part of top-flight journalists and television production teams. Visits will also be planned so that groups of editors from particularly important travel publications as well as others, such as "Fortune" or "Business Week" can go to Iran together in order to develop feature stories or "special issues" of their publications devoted to multi-aspects of Iranian tourism, sightseeing and development. All such visitors will be intensively briefed in the U. S. prior to departure.

Q

- H) Thorough briefing materials prepared in the U. S. vernacular will be developed. Background material will be distributed to all major newspapers and periodicals for their files and future use. Such materials must be expertly produced, fully indexed, and provide "source material" for journalists, key spokesmen, and leading members of the "key audience" groups to enable them to write articles, make speeches and prepare papers with the fullest and most accurate tourism-oriented information at their fingertips.
- I) An attitude survey of somewhat limited scope will be undertaken among a sampling of leading representatives of each "key audience" group to determine areas of both knowledge and ignorance within each of these audiences in respect to Iran and its attractions. This survey will be initiated immediately upon consummation of this agreement and will help guide THE FIRM's work and also provide a tool for measurement of the tourist-destination planning and educational progress made a year later if THE CORPORATION permits us to repeat the survey.

REPORTING

THE FIRM shall forward to THE CORPORATION a report and an appraisal of its tourism public relations, communications and educational activities at the end of each quarter.

BUDGET

Cost of Ruder & Finn full-time personnel and top management (William Ruder & David Finn) including overhead, mandatory benefits, insurance, health coverage, administrative support, local telephone \$420,000

Limited attitude survey of key audiences 20,000

Preparation of background materials, informational kits, luncheons, domestic USA travel, long-distance phones and cables, minor entertaining 50,000

Travel of Ruder & Finn personnel from U. S. to Iran (7 trips, plus expenses while in Iran) 17,500

Total \$507,500.

LEGAL COMPLIANCE

THE FIRM will conduct all of its work in accordance with any appropriate U. S. Government statutes covering the activities of U. S. counseling and service organizations representing foreign airlines within the United States.

REVOLVING FUND
& PAYMENT

Upon execution of this Agreement and during the continuance of this Agreement THE CORPORATION shall deposit U. S. \$253,750 (Two hundred and fifty three thousand seven hundred and fifty U. S. Dollars) in THE FIRM's account number 0139-2368 with the First National City Bank at 57th Street and Park Avenue New York City 10022 U. S. A. within fifteen days from the date of signing this Agreement. THE CORPORATION shall further deposit U. S. \$253,750 (Two hundred and fifty three thousand seven hundred and fifty U. S. Dollars) during the last week of the fifth month of the period covered by this Agreement (sometime during the last week of December, 1975). THE FIRM agrees to forward to THE CORPORATION detailed monthly statements of its withdrawals from the account. On or about the end of each quarter during the continuance of this Agreement THE FIRM will submit to THE CORPORATION for its approval a record of its expenditures during that quarter.

Upon termination of this Agreement the excess of deposits over approved expenditures shall be paid by THE FIRM to THE CORPORATION.

THE FIRM will not commit THE CORPORATION to any expenditures in excess of those comprised in the "Budget" and in designing its program of activities will make every effort to ensure that the "Budget" is not exceeded.

INDEMNITY

THE FIRM shall and does hereby indemnify and hold THE CORPORATION harmless from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) against claims of third parties and in connection with any matters arising out of this Agreement and in respect of THE FIRM's negligence or false or misleading information or promotional material prepared and placed by THE FIRM.

SIGNED on the 4th day of August, 1975 in Tehran, Iran.

IRAN NATIONAL AIRLINES CORPORATION

A. A. Azizi
Deputy Managing Director
Public Relations

M. R. Zolnasr
Deputy Managing Director
Finance

Witness:

A. Nikain, Iran Air, Tehran.

RUDER AND FINN INCORPORATED

Marvin D. Frankel
Senior Vice-President

William Ruder
Chairman of the Board